

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Andrenita Haddad

Debtor

CHAPTER 13

U.S. Bank Trust National Association, not in its
individual capacity but solely as Owner Trustee for
VRMTG Asset Trust

Movant

NO. 20-12890 ELF

vs.

Andrenita Haddad

Debtor

11 U.S.C. Section 362

William C. Miller, Esquire

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The Order granting relief from automatic stay, entered by this court on January 12, 2021, regarding the Property located at 128 Knights Bridge Drive, Yardley, PA, 19067 is hereby Vacated and the Stay is reinstated.
2. As of April 5, 2021, the post-petition due date for Movant's loan on the above-mentioned Property is April 1, 2021.
3. Beginning with the payment due April 1, 2021 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).
4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.
5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall

enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: April 5, 2021


/s/Rebecca A. Solarz, Esq.
Rebecca A. Solarz, Esq.
Attorney for Movant

Date: 4/6/21


Brad J. Sadek Esq.
Attorney for Debtor(s)

ORDER

Approved by the Court this 14th day of April, 2021. However, the court retains discretion regarding entry of any further order.



Bankruptcy Judge
Eric L. Frank